

Agenda Item Form

Agenda Date: 6/8/04

Districts Affected: 3

Dept. Head/Contact Information: Juan Contreras, Program Manager - 2000 QOL Bond Program

Type of Agenda Item:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input type="checkbox"/> Other _____ | | |

Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☒ Other Source: 2000 Quality Of Life Bond Program

Legal:

X Legal Review Required Attorney Assigned (please scroll down): Raymond Telles ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

Agreement for professional services with Morris Architects for the "Zoo Western Expansion" contract for Architectural Design related to 2000 Quality Of Life Bond Projects is required to allow the designer to proceed with the design and construction documents on four Zoo projects. The contract will involve the Africa Exhibit Expansion, Main Entry/Public Activities Center, Parking Garage and the Biome/ Reptile Exhibits projects.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:
None

Statutory or Citizen Concerns:
None

Departmental Concerns:
None



PERSPECTIVA + 3/DI

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To: The Honorable Mayor & Council
Laura Uribarri, Executive Assistant to the Mayor
Adrian Ocegueda, Executive Assistant to the Mayor
Jim Martinez, Chief Administrator Officer

From: Juan Contreras, Program Manager
2000 Quality Of Life Program

Subject: Agenda Item - June 8, 2004

Date: June 3, 2004

That the Mayor be authorized to sign an Agreement for Architectural Services by and between the CITY OF EL PASO and MORRIS ARCHITECTS, for a project known as "Zoo Western Expansion", in an amount not to exceed TWO MILLION EIGHT THOUSAND TWENTY-NINE and 00/100 DOLLARS (\$2,008,029.00).

This is a 2000 Quality of Life Bond Project.

Agreement for professional services with Morris Architects for the "Zoo Western Expansion" contract for Architectural Design related to 2000 Quality Of Life Bond Projects is required to allow the designer to proceed with the design and construction documents on four Zoo projects. The contract will involve the Africa Exhibit Expansion, Main Entry/Public Activities Center, Parking Garage and the Biome/ Reptile Exhibits projects.

Enclosure:

1. - Agenda Item Form Dated 6/8/04
- 2.- Resolution Dated 6/8/2004
- 3.- Executive Summary Dated 6/8/04
- 4.- Contract Dated 6/8/04

Acknowledgement of Receipt

Mayor's Office (5 copies):	date _____	time: _____	by: _____
Representative District 1:	date _____	time: _____	by: _____
Representative District 2:	date _____	time: _____	by: _____
Representative District 3:	date _____	time: _____	by: _____
Representative District 4:	date _____	time: _____	by: _____
Representative District 5:	date _____	time: _____	by: _____
Representative District 6:	date _____	time: _____	by: _____
Representative District 7:	date _____	time: _____	by: _____
Representative District 8:	date _____	time: _____	by: _____

cc: P. Adatao - Dep. CAO Building & Planning Services
D. Hamlyn - Dep. CAO Quality Of Life Departments
I. Ramirez - Interim City Engineer
T. Quezada - CIP Administrator
Lisa Elizondo, R. Telles - Legal
File - 0200 City Council Action

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Agreement for Architectural Services by and between the **CITY OF EL PASO** and **MORRIS ARCHITECTS**, for a project known as “**Zoo Western Expansion**”, in an amount not to exceed TWO MILLION EIGHT THOUSAND TWENTY-NINE and 00/100 DOLLARS (\$2,008,029.00).

ADOPTED THIS 8TH DAY OF JUNE 2004.

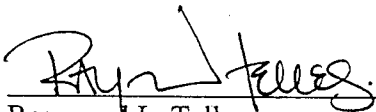
THE CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Raymond L. Telles
Assistant City Attorney

Zoo Western Expansion – Executive Summary



PROGRAM BUDGET: \$22,855,000
CONSTRUCTION BUDGET: \$16,181,250

The overall Zoo Western Project is a consolidation of four projects known as Zoo Entry and Public Activities Center, African Exhibits Expansion, Zoo Biome/Reptile Project and Parking Garage Structure. An approximate eight acre site is available for construction of exhibits of African animals, a new entry area with ticketing, visitor support facilities that includes the Zoo Society offices, stroller rental, an educational facility, a gift shop and food service facilities. Another section of property of approximately two acres is available for a parking garage with a multi-purpose room on the lower level. Another project includes the redevelopment of the existing Reptile and Biome exhibit structures within the America's section of the Zoo.

ZOO ENTRY AND PUBLIC ACTIVITIES CENTER DESCRIPTION:

Zoo Entry and Public Activities Center - involves construction of New Entry Ticketing Structures, Society Offices, Public Activities Spaces. Estimated construction cost - \$2,137,500

A **New Entry Area** is required to integrate with the existing zoo parking lot and circulation. One to two ticket booth type buildings shall be provided at the entry to accommodate three to four ticket stations. The existing ticket building is to be remodeled to accommodate group ticket entry, information/first aid center and or other vending features. **Zoological Society Offices** are to be designed into the entry area to accommodate a special entry for visitors with Society membership or those wishing to purchase a membership. Society offices shall be approximately 1000 - 1500 s.f. **Concession Stands** to provide quick over the counter sales for soft drinks and ice cream type items for food service, impulse and special event gift product sales. The new **Main Gift Shop** space is to have approx. 1600 s.f. of sales floor area with an additional 1400 s.f. area for employee restroom, support, storage and office spaces. A new **Food Service Facility** to include approximately 1200 s.f. for servery and kitchen, 2,000 s.f. for indoor and protected exterior seating. This facility is expected to follow a cafeteria style flow that allows visitors to move quickly through a serving line that can accommodate 350 – 500 guests.

AFRICAN EXHIBITS EXPANSION DESCRIPTION:

African Exhibits Expansion - involves construction of a new African area for the exhibiting and holding of a variety of African animals and presentation of related habitats. Estimated construction cost - \$9,397,500

The African exhibit area is intended as per the Zoo's concept to reflect and group animals into the selected East African Habitat areas of Madagascar, Desert, Rain Forest/Congo Basin and Savannah. Separate exhibit building or buildings for invertebrates, birds, reptiles and small mammals is to be considered keeping with the concept of habitat types. Indoor and outdoor exhibits are to be considered for primates, birds and reptiles. Nocturnal and Diurnal exhibits with varying light cycles are to be considered for miscellaneous species. The exhibits are to be designed to provide visitor immersion with close up and distant views that give impressions, where applicable, of mixed species habitats or predator-prey scenarios in seemingly large natural settings. Underground holding areas, public restrooms, graphic signage, kiosks and displays along with needed site amenities is to be part of the consultants base scope of work

ZOO BIOME/REPTILE DESCRIPTION:

Zoo Biome/Reptile Project - involves two existing exhibit building/exhibits located in the America's section of the zoo. Renovation and addition to the existing Biome exhibit building incorporating the outside garden areas is one part of the projects and replacing the existing Reptile exhibit building is the other part. Estimated construction cost - \$1,505,000

Zoo Western Expansion – Executive Summary

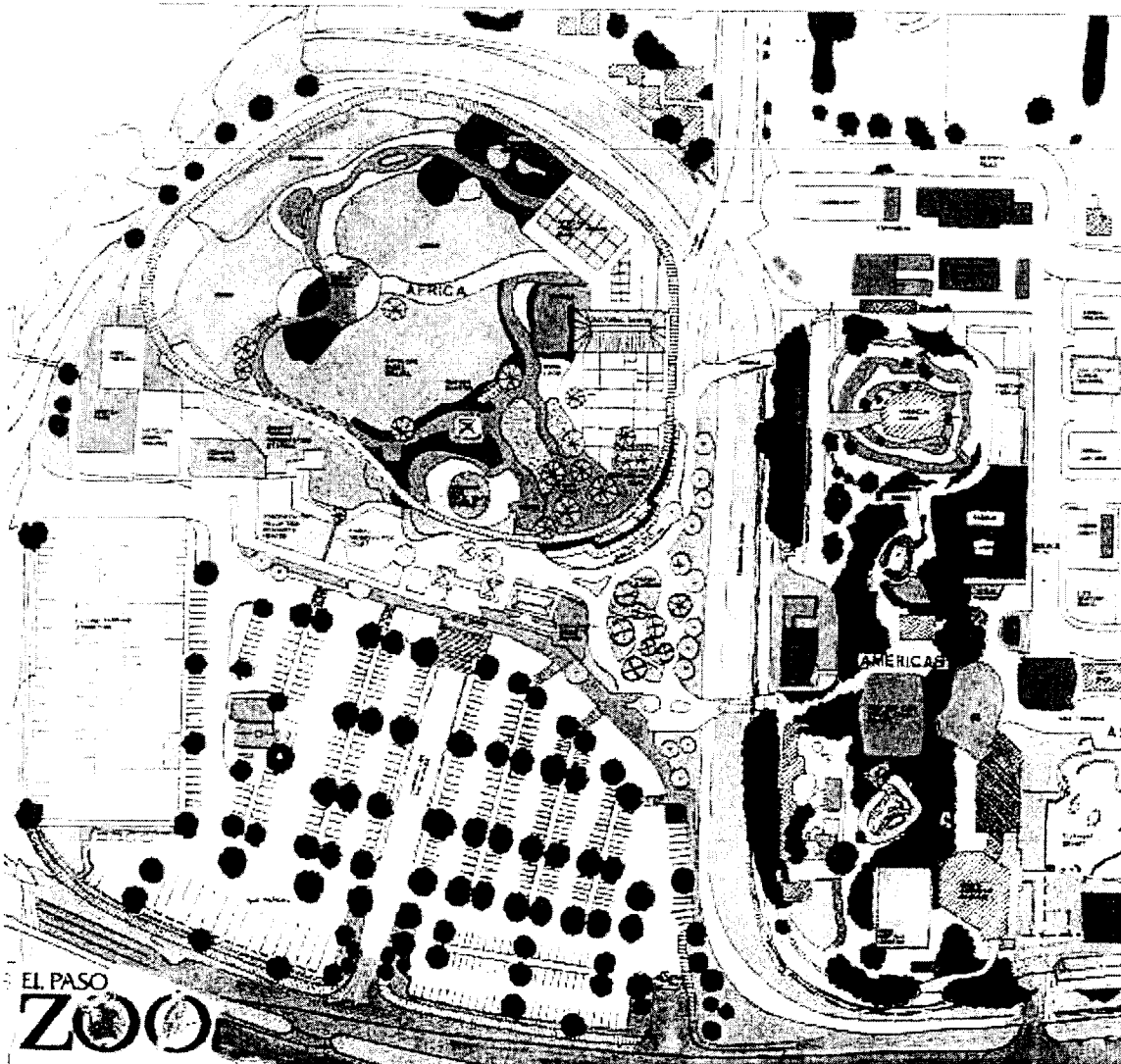
The **Biome Exhibit** building is to be designed to exhibit Chihuahuan desert animals, thick bill parrots and invertebrates of the region. The exterior is to reflect the adobe/stucco style of simple rural buildings with courtyard spaces incorporating Chihuahuan gardens and rockwork wall of the Prairie Dog Exhibit.

The **Reptile Exhibit** building is to be demolished to make way for a new exhibit structure. The concept the zoo wishes to develop is an exhibit building that is a large scale replica of a Bolson or similar desert tortoise. Visitors would enter the mouth of the “animal” and then view and explore various exhibits either inside or outside.

PARKING GARAGE STRUCTURE DESCRIPTION:

Parking Garage Structure – involves constructing a multi-level parking structure with landscaping for approximately 200 – 350 vehicle spaces. A 5,000 s.f. multi-purpose meeting room with restrooms shall be provided on the lower level for the Zoo's Discovery Center activities. Estimated construction cost - \$3,141,250

The following is conceptual site plan of the Zoo Western Expansion Project:



THE STATE OF TEXAS)

)

COUNTY OF EL PASO)

**AGREEMENT FOR ARCHITECTURAL SERVICES
2000 QUALITY OF LIFE BOND ISSUE PROJECT**

This Agreement is made this 8th day of June, 2004, by and between **THE CITY OF EL PASO**, a municipal corporation, organized and existing under the laws of the State of Texas, hereinafter called the "**Owner**," and **MORRIS ARCHITECTS**, a Texas corporation registered in the state of Texas, hereinafter called the "**Architect**."

WHEREAS, the Owner intends to engage the Architect to perform professional services for a project known as "**Zoo Western Expansion**" hereinafter called the "**Project**," and further described in Attachment "A," which is attached hereto and made a part hereof for all purposes;

WHEREAS, on September 11, 2003, the Owner hired a program manager for the 2000 Quality of Life Bond Issue Program known as Perspectiva + 3D/I - a Joint Venture, hereinafter called the "Program Manager" for planning and project management services related to design and construction of projects for the 2000 Quality of Life Bond Issue Program;

NOW, THEREFORE, the Owner and Architect for the consideration hereinafter set forth agree as follows:

I. BASIC SERVICES OF THE ARCHITECT

A. General

1. The Architect agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Architect shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are available in the City Engineering Department, in the performance of the services requested under the design phase of this Agreement.
3. The Architect shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill and expert knowledge of the Architect to furnish the Owner with an accurate work product within the allocated budget. The Owner's review of any documents prepared by the Architect is only general in nature and the Owner's obligation to approve and accept the work in no way relieves the Architect of responsibility for any specific deficiencies in the Architect's work product.

B. Preliminary Design Phase

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Architect shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Architect's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of this Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such services.
6. Review with the Owner alternative approaches in regard to the construction of the Project.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed cost estimate for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. Furnish **ten (10) copies** of the above preliminary design documents and cost estimates for each construction contract. If the above preliminary design documents are not approved by the Owner, the Architect shall

furnish **five (5) copies** of the resubmitted preliminary design documents at no additional cost to the Owner. Additional sets required for public utilities and other agencies must be provided by the Architect at no additional cost to the Owner.

C. Pre-Final Design Phase

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Architect shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Architect's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Architect shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall be fully responsible for obtaining utility clearances.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, per Sec. I, Part D.1., prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the "**Drawings**," to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called "**Specifications**." These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Architect's previous cost estimate for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised cost estimate, based on the completed Drawings and Specifications. The Architect expressly authorizes any person designated by the Owner to review at any time prior to the bidding Phase any cost estimates made by the Architect. The Architect agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Architect's estimates were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Architect of the full responsibility of preparing reliable estimates. By conducting such reviews, the Owner assumes no responsibility whatsoever.
4. Prepare proposal forms.

5. Furnish to the Owner no less than **ten (10) copies** of the Drawings and as many as needed for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Architect shall furnish **five (5) copies** of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner **three (3) copies** of the Specifications and **three (3) copies** of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

D. Final Design Phase

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Architect shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Architect as part of the Final Design Phase of this Agreement. The Architect shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Advise the Owner of any adjustment to the Architect's previous cost estimate for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised cost estimate, based on the completed Drawings and Specifications. The Architect expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any cost estimates made by the Architect. The Architect agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Architect's estimates were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Architect of the full responsibility of preparing reliable estimates. By conducting such reviews, the Owner assumes no responsibility whatsoever.

4. Furnish to the Owner **three (3) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. Furnish to the Owner **thirty (30) copies** of the Drawings and Specifications in final approved form for bidding purposes for each construction contract. Additional sets required for public utilities and other agencies must be provided by the Architect at no additional cost to the Owner.

E. Bidding Phase

Upon receipt of the Owner's written authorization to proceed with the Bidding Phase on each construction contract, the Architect shall do the following separately for each construction contract:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to Bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. Deliver **three (3) copies** of all addenda to the Owner for appropriate action.
5. Assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

F. Construction Phase

The Construction Phase, for each construction contract, shall commence with the award of the construction contract and shall terminate upon written approval of final payment by the Owner, except that this phase may be extended, if required,

by agreement between the Architect and the Owner. During the Construction Phase the Architect shall:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Architect and the Owner.
3. Visit each construction site and stake out centerline and right-of-way for utility relocations to assist the construction contractor and to guard against deficiencies in the permanent work constructed at the site.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. On the basis of these on-site observations, the Architect shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Architect's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the Architectural requirements of the construction contract documents. However, the Architect shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Architect to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings, diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within three (3) working days following**

receipt of submittal documents. The Architect shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed cost estimate for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Architect shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions.
7. Based on the on-site observations as an experienced and qualified design professional and on the Architect's review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in such approval. By recommending an application for payment, the Architect shall not be deemed to have represented that the Architect has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two (2) brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the using department and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "**punch list**" shall be furnished to the construction contractor and the Owner within **two (2) city working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using AIA document G704 when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two (2) city working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner a set of reproducible **(24"X36")** "as-built" original drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Architect. Also provide project documents in acceptable electronic media format.
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

II. ADDITIONAL SERVICES OF THE ARCHITECT

A. General

If authorized in writing by the Owner, through written amendment approved by City Council, the Architect shall perform or obtain additional services of the following types which are not covered by Section I herein, which shall be paid for by the Owner as indicated in Article V, herein:

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Provide additional services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are made after approval of preliminary design documents except when the Architect's

preliminary design, pre-final design, or final design estimates exceed the budgeted amount, or in the case where all responsible bids exceed the Architect's final design estimate by **ten percent (10%)** or more.

4. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Architect.
5. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
6. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
7. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required in Article I hereof.
8. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor; and material audits or inventories required for certification of force account construction performed by the Owner.
9. Prepare change orders requiring additional significant design changes not provided for in the agreement, requested by the Owner.
10. Inspect each construction contract site prior to expiration of the guarantee period and report observed discrepancies under guarantees provided by the construction contractor.
11. Provide additional or extended services during construction made necessary by: **a.** Work damaged by fire or other cause during construction; **b.** prolongation of the construction contract time by more than **twenty-five percent (25%)**, provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Architect; **c.** Acceleration of the work schedule involving services beyond normal city working hours; or **d.** Construction contractor's default under the construction contract due to delinquency or insolvency.
12. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

13. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.
14. Provide additional services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Architect.

No claim for additional services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the additional services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., Passage by City Council).

B. Resident Project Services

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Architect in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner as indicated in Article V, herein.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in Attachment "C" which is to be identified, attached to, and made a part of this Agreement before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Architect responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

III. THE OWNER'S RESPONSIBILITIES

The Owner shall:

- A. Provide available information as to its requirements for each construction contract.
- B. Make known all information pertinent to the site of each construction contract, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site available to the Architect.

- C. Obtain access to and make provisions for the Architect to enter upon public and private lands as required for the Architect to perform work under this Agreement.
- D. Review all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Architect, and render in writing decisions pertaining thereto within a reasonable time so as not to unreasonably delay the work of the Architect.
- E. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.
- F. Designate the Program Manager for the City of El Paso Quality of Life Bond Issue Program as the Owner's representative with respect to the Architectural work to be performed under this Agreement. The City Engineer, however, shall retain final authority with respect to the transmittal of instructions, receipt of information, interpretation and definition of the Owner's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement.
- G. Assist the Architect in obtaining approval of all governmental agencies having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

IV. PERIOD OF SERVICE

- A. The services called for in the **Preliminary Design Phase** of this Agreement shall be completed and the preliminary design documents and cost estimate shall be submitted within **one hundred sixty-five (165) consecutive calendar days** following written authorization from the Owner for the Architect to proceed.
- B. After the Owner's acceptance of the preliminary design documents and revised cost estimates for each construction contract, including any specific modifications or changes in scope desired by the Owner, and upon written authorization from the Owner, the Architect shall proceed with the performance of the services called for in the **Pre-Final Design Phase** of this Agreement, so as to deliver completed detailed construction drawings, specifications, design analysis, and cost estimates for review on all authorized work on each construction contract within **seventy (70) consecutive calendar days** following authorization to proceed with the Pre-Final Design Phase of each construction contract.
- C. After the Owner's acceptance of the pre-final design documents and revised cost estimated for each construction contract, including any specific modifications or changes in scope desired by the Owner, and upon written authorization from the Owner, the Architect shall proceed with the performance of the services called for in the **Final Design Phase** of this Agreement, so as to deliver completed detailed construction drawings, specifications, revised design analysis, and cost estimates

for review on all authorized work on each construction contract within **sixty (60) consecutive calendar days** following authorization to proceed with the Final Design Phase of each construction contract.

- D.** Barring an early termination as provided herein, this Agreement shall remain in force: 1) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or 2) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, the Owner may determine that this Agreement may remain in full force past the twelve-month period noted above. Such a determination shall be made at the Owner's sole discretion and will be based upon the individual circumstances of this project and this Agreement.

V. PAYMENTS TO THE ARCHITECT

A. Payments for Basic Services of The Architect Under Section I

1. The Owner shall pay the Architect an amount not to exceed **TWO MILLION EIGHT THOUSAND TWENTY-NINE and 00/100 DOLLARS (\$2,008,029.00)** for all basic services and reimbursables performed hereunder. The Architect's fee proposal for the performance of all basic services and reimbursables is attached hereto and made a part hereof for all purposes as Attachment "B."
2. Payment on account of said fees for the basic services provided in Sec. V, Part A.1., shall be made as follows:

The compensation for each phase of the basic services on each construction contract shall be made monthly so that the compensation at the approved completion of each phase shall bring the fee up to the following percentages of the total basic compensation:

	<u>Payment</u>	<u>Plan Completion</u>
a. Preliminary Design Phase	45%	50%
b. Pre-final Design Phase	65%	85%
c. Final Design Phase	75%	100%
d. Bidding Phase	80%	
e. Construction Phase	100%	

The Owner shall make payments upon presentation of the Architect's detailed statement and accompanying status report and the Owner's written approval.

3. Except as specifically set forth herein as a cost for which Architect can bill Owner, all costs of performing the services required under this agreement, of every kind and nature whatsoever, including by way of example and not in limitation, overhead costs, payroll expenses, interest charges incurred by Architect for whatever reason, copies, office and equipment rentals and similar costs, shall be borne by Architect and not passed on to Owner or otherwise paid by Owner.

B. Payments for Additional Services of the Architect Under Section II

If authorized by written amendment to this Agreement before services are rendered:

1. The Owner shall pay the Architect for additional services performed by personnel assigned to the regularly established office of the Architect at the hourly rates established in Attachment "B" hereof, plus the reasonable actual cost of the reimbursable expenses as hereinafter defined.
2. The Owner shall pay the Architect for additional services performed in connection with administering subcontracts for services of the types provided in Sec. II, Part A., at the **rate of actual cost plus five percent (5%)**.
3. Reimbursable expenses shall mean the reasonable actual expense of transportation and subsistence of principals and employees while traveling in connection with the Project, field office expenses, Resident Project Representative's transportation, toll telephone calls and telegrams, reproduction of reports, drawings and specifications, and similar Project related items.
4. The Owner shall pay the Architect for serving as an expert witness for the Owner at the rate of **FIFTEEN HUNDRED and 00/100 DOLLARS (\$1,500)** per day or any portion thereof, pro-rata plus out-of-pocket expenses.
5. Payments for additional services shall be made monthly upon presentation of the Architect's detailed statement and its written approval by the Owner.

C. General

1. The payroll cost of salaries and wages used as a basis for payment under Sec. V, Part B.1., and Sec. V, Part B.2., shall mean the cost of salaries and wages paid to principals and employees engaged directly on the Project, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation, and holiday pay applicable thereto.

2. If the Architect's most recent cost estimate for any construction contract is in excess of the estimated Project cost, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Architect without further compensation.
3. If this Agreement is terminated upon completion of any phase of the Architect's services, the payments to be made in accordance with Sec. V, Part A.2., on account of that and all prior phases shall constitute total payment for services rendered; if terminated during any phase of the work, the Architect shall be paid for services performed during such phase on the basis of a reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the Architect shall be paid to the extent services performed by the Architect are completed and payment for such services is due, including payment for additional services performed under Sec. V, Part B. Such payment to the Architect and any employees, subcontractors, or independent contractors employed by the Architect, and the Architect shall not be entitled to any other claims or damages against the Owner, including but not limited to lost profits, office expenses, or overhead expenses. Any previous payments made to the Architect shall be credited to the payments due under this Agreement. The Owner shall not be responsible for compensation or damages for delay, overhead costs, damages for loss of anticipated profits on work not performed, demobilization or cancellation costs or charges, payroll expenses, or any similar costs on account of any termination.
4. **Suspension/delay of work.** Architect shall have no claim for compensation or damages for compensation or damages for delay, including but not limited to lost profits, interest expenses incurred by Architect or office expenses/overhead, should Architect be prevented from proceeding with the work required of this Agreement by any act or omission of Owner or any reason not under the control of Owner. Architect agrees that Architect shall be granted an extension of time to perform the work required of the agreement but shall not be otherwise compensated for, nor entitled to recover, any costs, expenses or damages arising from or related to such delays; provided further that in the event of termination of the Agreement by Owner for any reason including but not limited to Owner's convenience, as of the date of termination, any extension of time shall terminate as well.

VI. GENERAL CONSIDERATIONS

A. Termination

This Agreement may be terminated without cause for the convenience of the Owner by giving **fifteen (15) days written notice**.

In the event of failure to perform in accordance with the terms herein, the Owner may terminate this Agreement by giving **seven (7) days written notice**. If this Agreement is so terminated, the Architect shall be paid as provided herein. The termination of this Agreement by the Owner shall not be construed as a release of any claims that the Owner may be lawfully entitled to assert against the Architect, and the Architect shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Agreement by the Architect. The Owner may withhold any payment to the Architect for the purpose of setoff until such time as the exact amount of damages due the Owner from the Architect is determined.

B. Ownership of Documents

Tracings, drawings, plans, specifications, original field survey notes, maps and other recordations prepared or obtained under the terms of this Agreement shall be delivered to and become the property of the Owner prior to payment to the Architect for work under the Construction Phase. If this Agreement is terminated at any time for any reason prior to payment to the Architect for work under the Construction Phase, all tracings, drawings, plans, specifications, original field survey notes, maps, diskettes, and other recordations prepared or obtained under the terms of this Agreement shall upon termination be delivered to and become the property of the Owner prior to payment to the Architect as provided in Sec. V, Part C.3. Sketches, charts, computations, and other data prepared for and under this Agreement shall be made available to the Owner upon request and without restriction on their use, or further compensation to the Architect. The Owner in requiring ownership of the above listed documents hereby releases the Architect from all responsibility in connection with their use on any project other than their use under this agreement.

C. Estimates

The Architect is expected to be knowledgeable of the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The estimates of construction cost provided for herein are to be made in light of such knowledge and are expected to be **at or below** the bid for the base bid item expected from the lowest responsible bidder.

The Architect's final estimate for the construction of the Project, shall take into account all labor costs, which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Architect in compiling the Architect's final estimate for the Project.

D. Project Budget

The Architect acknowledges that the budget for this Project allocates; **New Entry and Public Activities Center – ONE MILLION NINE HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED FIFTY and 00/100**

DOLLARS (\$1,923,750.00); Africa Expansion – EIGHT MILLION FOUR HUNDRED FIFTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY and 00/100 DOLLARS (\$8,457,750.00); Old Exhibits/Reptile and Biome Buildings – ONE MILLION THREE HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$1,354,500.00); Parking Garage – TWO MILLION EIGHT HUNDRED TWENTY-SEVEN THOUSAND ONE HUNDRED TWENTY-FIVE and 00/100 DOLLARS (\$2,827,125.00) for the award of a base bid construction contract. The base bid shall include all features essential to the operation of the Project for its intended use. The Architect does hereby agree to design the Project such that the Architect's final estimate for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. The Architect further understands that payment of the increment for the Final Design Phase is conditional upon the bid of the lowest responsible bidder being within **ten percent (10%)** of his final estimate for the base bid. If all responsible bids exceed the final estimate by more than **ten percent (10%)**, the Architect expressly agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

E. Insurance

The Architect shall secure and maintain at the Architect's expense such Comprehensive Liability, Property Damage Liability, Vehicle Liability and Workers' Compensation insurance as shall protect the Architect from workers' compensation claims under applicable state law and from all claims from bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Provided, the Architect shall provide or secure public liability insurance for personal injuries or death, arising out of any one accident or other cause, in a minimum sum of **TWO HUNDRED FIFTY THOUSAND and NO/100 DOLLARS (\$250,000.00)** for one person and **FIVE HUNDRED THOUSAND and NO/100 DOLLARS (\$500,000.00)** for two or more persons; and in addition, shall provide property damage liability insurance in a minimum sum of **ONE HUNDRED THOUSAND and NO/100 DOLLARS (\$100,000.00)** for property damages arising out of any one accident or other cause, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claim Act, whichever is greater. Such insurance shall be available on a "per occurrence" basis for death or bodily injury or property damage, which is caused by an occurrence, which takes place during the policy period. The Architect shall procure and shall maintain at the Architect's expense Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Architect, its principals or officers, agents, or employees in the performance of this Agreement.

The Architect shall maintain said insurance with insurance underwriters authorized to do business in the State of Texas, satisfactory to Owner. All

policies required by this Agreement, with the exception of Workers' Compensation and Professional Liability Insurance, shall name the Owner, its officials, servants, agents, and employees as additional insureds. All policies shall identify the name of the City project for which the insurance is being issued. The Architect shall, prior to the execution of this Agreement, furnish the Owner with a certificate from the insurance carrier showing such insurance to be in full force and effect during the entire term of this Agreement, or shall deposit with Owner copies of said policies, if requested by Owner. Said policies or certificates shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to Owner **thirty (30) days** in advance of the effective date thereof and shall show the type, amounts, classes of operation covered, effective dates and dates of expiration of policies.

F. Successors and Assigns

This Agreement shall be binding on the Owner, its successors and assigns, and on the Architect, its partners, successors, executors, administrators, legal representatives, and assigns. Neither the Owner nor the Architect shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Owner.

G. Compliance with Laws

The Architect shall comply with all federal, state, and local laws and ordinances applicable to the work covered hereunder.

H. Change of Legal Status

In the event that there is a change in any way of the legal status of the entity that has entered into this Agreement, including but not limited to the dissolution of a partnership or a corporate entity, the Owner shall have the right to 1) immediately terminate this Agreement for convenience, or 2) consent to the change in the legal status and continue under this Agreement, or 3) enter into an Agreement with any person, corporation, or association that it deems to be qualified to perform the services requested herein with no further legal obligation or liability under this Agreement.

I. Copyright and Reproduction Rights

By execution of this Agreement, the Architect and the Owner agree that the City is the author of all work performed under this Agreement and as such is the copyright owner and owns all rights comprised in the copyright. Any copyright or other property interest that vests in the Architect for work performed under this Agreement is immediately transferred to the Owner. The City shall have the exclusive right to sell, distribute, copy, duplicate, modify, assign or reproduce the work performed by the Architect for any purpose whatsoever. The Architect shall retain no rights to any of the work performed by the Architect under this Agreement unless authorized by the Owner in writing.

J. Conflicting Provisions

Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the paragraphs in the Agreement shall be void to the extent of such conflict or inconsistency.

K. Auditing Records

Architect's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Architect's work for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of a) Architect's compliance with contract requirements, and b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Architect's records have been generated from computerized data, Architect agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled to audit all of the Architect's records related to this Project, and shall be allowed to interview any of the Architect's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

VII. SPECIAL PROVISIONS

A. Topographic Surveys

Topographic surveys, to be provided as Basic Services, shall be limited to the area of the various project construction sites.

B. Time of Essence; Liquidated Damages

TIME IS OF THE ESSENCE in this Agreement. The Architect agrees to accept and adhere to the schedule established herein. Failure of the Architect to adhere to this schedule without due cause, approved in writing by the City Engineer, shall cause damage to the Owner which the Architect agrees to compensate at the rate of **TWO HUNDRED and 00/100 DOLLARS (\$200.00) per day**, without the right of setoff or counterclaims.

It is hereby understood and mutually agreed, by and between the Architect and the Owner, that the date of beginning and the time for completion as specified in this Agreement of the work to be done hereunder are **ESSENTIAL CONDITIONS** in this Agreement. It is further mutually understood and agreed that the work embraced in this Agreement shall be commenced on a date to be specified in the **“Notice to Proceed.”**

The Architect agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as shall ensure completion thereof within time specified. It is expressly understood and agreed, by and between the Architect and the Owner that the time for the completion of the work described herein is a reasonable time for the completion of the same.

If the Architect shall neglect, fail, or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Architect does hereby agree, as a part consideration for the awarding of this Agreement, to pay the Owner the amount specified in this Agreement, not as a penalty but as liquidated damages for such breach of Agreement as hereinafter set forth, for each and every calendar day that the Architect shall be in default after the time stipulated in this Agreement for completing the work.

The said amount is fixed and agreed upon by and between the Architect and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain.

It is further agreed that **TIME IS OF THE ESSENCE** in each of the specifications wherein a definite and certain length of time is fixed for the performance of any act and in every portion of this agreement. Additionally, time shall be of the essence where under this Agreement additional time is allowed for the completion of any work. However, when the Owner determines in writing that the Architect is without fault and the reasons for a time extension are acceptable, the Architect shall not be charged with liquidated damages or any excess cost.

C. Equal Employment Opportunity

In providing services under this Agreement, the Architect shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The Architect shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect shall post in conspicuous places, available to employees and applicants

for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Architect shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age, disability, or national origin. The Architect shall incorporate the foregoing requirements of this section in all of its subcontracts for work to be performed on this Project.

D. Obligations of the Architect with Respect to Third Party Relationships

The Architect shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Project with respect to which assistance is being provided under this Agreement.

E. Interest of Members of Local Governing Body, or Other Public Officials

No member of the governing body of the City of El Paso, State of Texas, and no other public official of the City of El Paso, State of Texas, who exercises any function or responsibility with respect to the Project shall during his or her tenure or for **one (1) year** thereafter, have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Agreement.

F. Law Governing Agreement

For the purpose of determining place of Agreement and the law governing same, this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the **County of El Paso, Texas.**

G. INDEMNIFICATION

THE OWNER SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES OF THE ARCHITECT INCURRED IN THE PERFORMANCE OF THIS AGREEMENT. THE ARCHITECT EXPRESSLY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING FROM OR RELATING TO ANY ACTS OR OMISSIONS OF THE ARCHITECT, ITS PRINCIPALS OR OFFICERS, AGENTS, OR EMPLOYEES IN PERFORMANCE OF THIS AGREEMENT.

H. Authorization To Enter Agreement

If the Architect signs this Agreement as a corporation, each of the persons executing this Agreement on behalf of the Architect warrants to the Owner that the Architect is a duly authorized and existing corporation, that the Architect is

qualified to do business in the State of Texas, that the Architect has full right and authority to enter into this Agreement, and that each and every person signing on behalf of the Architect is authorized to do so. Upon the Owner's request, the Architect shall provide evidence satisfactory to the Owner confirming these representations.

I. Entire Agreement

This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

J. Remedies / Sanctions for Breach of Agreement

Violation or breach of any terms of this Agreement by the Architect shall be grounds for terminating the Agreement, and any increased cost arising from the Architect's default, breach, or violation of the terms herein shall be paid by the Architect.

The remedies herein reserved shall be cumulative and additional to any other or further remedies in law or equity. No waiver of a breach of any provisions of this Agreement shall constitute a waiver of any breach of such provision.

K. Notices

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other shall be in writing and shall be either personally delivered or sent by certified mail, return receipt, to the following addresses:

To the Owner: **The City of El Paso**
 Attn: The Honorable Mayor
 Two Civic Center Plaza, 10th Floor
 El Paso, Texas 79901-1196

with a copy to: **The City of El Paso**
 Attn: City Engineer
 Two Civic Center Plaza, 4th Floor
 El Paso, Texas 79901-1196

To the Architect: **Morris Architects**
 Attn: Jim H. Pope, AIA
 622 E. Washington Street, Suite 500
 Orlando, Florida 32801-2938

(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

OWNER: THE CITY OF EL PASO

Joe Wardy, Mayor


ATTEST:

Richarda Duffy Momsen, City Clerk

ARCHITECT: Morris Architects

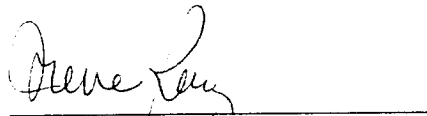
By: _____
Jim H. Pope, AIA
Principal

APPROVED AS TO FORM:



Raymond L. Telles
Assistant City Attorney

APPROVED AS TO CONTENT:



Irene Ramirez, P.E.
Interim City Engineer

APPROVED AS TO CONTENT:

Dr. William Torgerson
Zoo Director

ACKNOWLEDGMENTS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2004,
by _____, as **Mayor of the City of El Paso, Texas.**

Notary Public, State of Texas

THE STATE OF FLORIDA)
)
COUNTY OF ORANGE)

This instrument was acknowledged before me on this _____ day of _____, 2004,
by **Jim H. Pope, AIA, as Principal of Morris Architects.**

Notary Public, State of Florida

**City of El Paso / Perspectiva+3D/International Program Managers
RFQ for Professional Services**

**PROJECT SCOPE – PROFESSIONAL SERVICES
(ATTACHMENT A)**

TITLE: **Zoo Western Expansion - Architectural Consulting Services**

LOCATION: City Zoo / 4001 E. Paisano Dr. El Paso, TX 79905

CONSTRUCTION BUDGET: \$16,181,250

GENERAL DESCRIPTION: The overall Master Project is a consolidation of four projects known as Zoo Entry and Public Activities Center, African Exhibits Expansion, Zoo Biome/Reptile Project and Parking Garage Structure. These projects were approved by voters in a Quality of Life Bond election in May of 2000. The consultant shall prepare a master plan and a building program for the Zoo Western Expansion. The consultant shall prepare construction documents for the construction of itemized Scope of Work attached.

SERVICES REQUIRED:

<input checked="" type="checkbox"/> Investigation	<input checked="" type="checkbox"/> Planning
<input checked="" type="checkbox"/> Soils Investigation	<input checked="" type="checkbox"/> Design
<input checked="" type="checkbox"/> Bidding & Construction	<input checked="" type="checkbox"/> Site Planning
<input checked="" type="checkbox"/> Topographic Survey	<input checked="" type="checkbox"/> Utility Service Line Coordination
<input checked="" type="checkbox"/> Programming	<input checked="" type="checkbox"/> Schematic and Report Phase
<input checked="" type="checkbox"/> Masterplanning Zoo Consultant	<input checked="" type="checkbox"/> Furniture, Furnishings & Equipment Coordination and Specifications

PRODUCTS REQUIRED:

<input checked="" type="checkbox"/> Study / Report	<input checked="" type="checkbox"/> Cost Estimates
<input checked="" type="checkbox"/> Plans / Drawings	<input checked="" type="checkbox"/> Design Analysis
<input checked="" type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Programming Reports
<input checked="" type="checkbox"/> Schematics and Presentations	<input checked="" type="checkbox"/> Bid Documents
<input checked="" type="checkbox"/> Submittal Reviews/Recommendations	

City of El Paso / Perspectiva+3D/International Program Managers
RFQ for Professional Services

GENERAL REQUIREMENTS AND CRITERIA:

1. Design must meet all applicable City Codes and Ordinances.
2. Design must comply with Engineering Department Guidelines.
3. Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.
4. Consultant shall coordinate and follow City of El Paso Information Technology Department directives.
5. Consultant shall provide design for voice and data lines with approval of Information Technology Department. Design shall address needs and requirements such as need and warrant to use fiber optics.

OTHER CONSIDERATIONS:

1. Design work shall be coordinated with P+3 Program Management, the Engineering Department and Zoo Department.
2. Consultant will participate in value engineering and peer review.

PROJECT SCHEDULE: (Consecutive Calendar Days)

Schematic and Report Phase	60	Days
Preliminary Design Phase	105	Days
Pre-Final Design Phase	70	Days
Final Design Phase	60	Days

**City of El Paso / Perspectiva+3D/International Program Managers
RFQ for Professional Services**

ITEMIZED SCOPE OF SERVICES

GENERAL DESCRIPTION:

The El Paso Zoo, a department of the City of El Paso, is developing adjacent property to complete the zoo's master plan of exhibiting animals based on a geographic theme. An approximate eight acre site is available for construction of exhibits of African animals, a new entry area with ticketing, visitor support that includes Society offices, stroller rental, an educational facility, a gift shop and food service facilities. In addition, another section of property of approximately two acres is available for a parking garage with an alternate for a multi-purpose structure on the lower level. An existing concrete shell building and surrounding site is to be remodeled to complete a "Discovery Center" facility that includes classroom space, storage and office support, resource center and educational animal holding area and minor display area. The "Center" shall be phased with alternates to allow the owner an option to select work at an entry education area as first priority.

Another portion of this project includes the redevelopment of the existing Reptile and Biome exhibit structures and site areas within the America's section of the zoo.

Supplemental work will include but is not limited to necessary pedestrian and vehicle access, utility support, site amenities, grading and drainage, landscaping and irrigation, communications systems and graphic plans. Furnishings and equipment specifications and alternates will be required.

CONCEPT PLANS:

Initial concept plans are available for reference to determine the needed work. The consultant will need to develop additional preliminary concept layouts to help in coming up with final design solutions. Meetings with staff will be required to complete details of the work.

PHASING:

The zoo is and will remain in operation throughout the process of design and construction of new facilities. The consultants will need to work with staff in developing a phasing schedule of work to provide for the least interruption of functions, for any needed temporary relocation of work areas, development of vehicle and pedestrian traffic control plans and utility tie ins. Phasing will also need to take into account sequencing related to the zoo's overall master plan, staffing and operational activities including movement of animals on and off grounds, phasing of landscaping to provide optimum growth at exhibit opening, special events and yearly zoo programs.

Coordination of work is to take into consideration safety and security of public visitors, staff and animals.

City of El Paso / Perspectiva+3D/International Program Managers

RFQ for Professional Services

PROJECT PRESENTATION/REPRESENTATION:

One general contractor is expected to provide construction services, but may involve multiple general contractors if deemed necessary by the Owner. Each project is to have separate costs broken out for both the design consultants and the contractors work. The design consultant shall ensure this is included in the specifications unless noted otherwise. Projects shall be designated separately in drawings and specifications for these purposes unless directed otherwise. As indicated previously, this one project is a possible consolidation of four separate projects of various size and program known as Zoo Western Expansion. The Zoo Support Facilities Project, previously executed and also a master project combining several smaller projects into one, is available to review as an example of project delineation.

Plans and specifications shall be complete and as necessary to meet requirements of zoo program and all permit requirements for construction. Utility coordination and connections are to be included. This includes providing landscape and irrigation documents for permit. Consultant shall ensure compliance with zoning, accessibility and state historic requirements. Coordination with other city departments related to fire department and other emergency vehicle access and operations shall be included in consultant planning at all phases of document development. Fire and security alarm systems, smoke venting and sprinkler systems if needed should be a part of the design work along with extension of the zoo PA system and venomous animal bite alarm.

Necessary furnishings provided by contractor and/or owner shall be identified and coordinated with the project design and shown in drawings as necessary or requested. Final project design and related documents shall be provided by the consultant to construct complete and useable zoo facilities.

CONSULTANT TEAM:

The primary consultant shall provide the necessary sub-consultants, staff and assistants to complete the scope of work with the necessary documents and information to allow bidding, construction, start-up - commissioning and occupancy by the owner. This will also include providing the owner with warranty information and obligations, specialized training for equipment, operating and maintenance manuals and record documents of completed work.

A design consultant with zoo experience in design and contract documents for major zoo exhibits that include but are not limited to hoof stock, large cats, reptiles and primates shall be part of the consultant team. This zoo design consultant shall have experience in both indoor and outdoor exhibit development and construction of projects greater than \$1,000,000.00 in construction cost. The zoo design consultant shall be experienced and familiar with animal containment, off exhibit holding needs and special requirements related to water use for animals including treatment, filtration and flow.

City of El Paso / Perspectiva+3D/International Program Managers RFQ for Professional Services

The zoo design consultant is expected to be part of the consultant team through all phases from design through construction administration. The zoo design consultant shall be available at the zoo site, prime consultant offices and/or designated City offices for consultation with the owner to complete the necessary contract requirements but at least as may be requested for a minimum of five days a month for the duration of the contract unless directed otherwise. The zoo design consultant personnel on site shall be a minimum of one senior or project management staff licensed as an architect or engineer with zoo experience. The zoo design consultant shall provide a portfolio of completed projects and experience that is to be submitted with qualifications and shall be part of the interview process if selected.

Experienced sub-consultants are required to have experience and knowledge of zoo/animal exhibit and holding facilities that includes design of similar or equal facilities. Consultants shall have knowledge of Federal, State and Municipal standards for visitor services, animal habitats and holding spaces including but not limited to requirements for patron accessibility, environmental controls, mechanical systems, sanitary systems, aquatic life support systems and enclosure materials.

The design team shall have knowledge and ability to develop and execute documents related to specific building types, structures and amenities including but not limited to animal night houses, animal exhibit buildings and structures, ticket booths, park restrooms, cafeteria style dining facilities, gift shop/retail buildings and satellite services, classroom spaces, parking garages, pedestrian/light vehicle bridges, outdoor walkways and exhibit graphics and signage. Knowledge and ability shall also include experience in storm water/grading and drainage systems, alarms, communication and computer infrastructure and systems. An amusement train ride and possible ride simulator is a consideration for incorporation into the project design which the design consultant shall show capability to incorporate into the work.

Where special features are involved such as water moats, water falls, misting systems, artificial rockwork, artificial trees and vines etc. consultants with specific knowledge and ability shall be part of the team as to properly design and, if so contracted, oversee the installation of the special features. Water treatment and presentation skills are an example of a need for an experienced consultant.

The consultant team shall include a designated experienced construction estimator to provide detailed phased estimating and costing abilities at each phase of design submittal including construction phase alternative costing as may be requested as part of the base contract for consultant services.

The consultant team shall include an experienced landscape and irrigation designer familiar with recycled water systems, Chihuahuan desert plant species and zoo requirements for exhibit habitat plantings.

City of El Paso / Perspectiva+3D/International Program Managers
RFQ for Professional Services

PROJECTED DESIGN SCOPE ITEMS:

Update Existing Master Plan and Projected New Master Plan (Color Rendering and 3D
Computer Modeling Visual Presentation)
Update Boundary and Topographic Survey
Grading and Drainage Master Plan
Storm Water Retention
Sanitary and Storm Water Lift Station Design
Soil Investigation - Report
Review and Dimensioning of Existing Structures
Landscaping and Irrigation
Electrical Distribution
Waste Disposal
Communications, Fire and Security
 Alarms
 Emergency Vehicle Access
 Camera Locations
 Loop Connection
 Locks and Security Access System
 Perimeter Containment Fence
 Fire Hydrant Access
 Computer Tie In
 Phone Access – Tie In
 Fire Sprinkler Systems
Site Lighting
Vending Installation Layout
Restaurant/Cafeteria and Gift Shop Concession Plan
Amusement Simulator and/or Train Ride
Graphic Plan
Exhibit Design
Exhibit Artificial Rockwork Design and Modeling
Aquatic Life Support System Design
Caging Design
Staff Meetings – Reviews
City Government and Public Presentations
Project/Program Meeting Attendance

City of El Paso / Perspectiva+3D/International Program Managers
RFQ for Professional Services

ZOO ENTRY AND PUBLIC ACTIVITIES CENTER DESCRIPTION:

Zoo Entry and Public Activities Center - involves construction of several new structures, additions and renovation to one existing structure.

New Entry Ticketing Structures, Society Offices, Public Activities Spaces for Library and Resources, Presentations and Events, and Education Resources and Staging.
Estimated construction cost - \$2,137,500

New Entry Area:

A New Entry Area is required to integrate with the existing zoo parking lot and circulation. A separation wall of masonry or rock shall be planned to divide the parking area from the zoo grounds. One to two ticket booth type buildings shall be provided at the entry to accommodate three to four ticket stations. The existing ticket building and area is to be remodeled to accommodate group ticket entry, information/first aid center and or other vending features as may be directed. A stroller rental station or stations is to be located at the entry area along with a zoo master plan graphic layout display. An announcement display area with changing graphic display, electronic messaging and literature pick-up shall be included in the entry planning. Directional signage, seating, trash collection and misc. amenities shall be planned into the entry area. Public restrooms shall also be included as part of the entry complex. Artificial rockwork, landscaping and water feature are suggested elements that shall to be considered.

Public Activity Spaces:

Zoological Society Offices are to be designed into the entry area to accommodate a special entry for visitors with Society membership or those wishing to purchase a membership. Society offices shall be approximately 1000 - 1500 s.f. with space for reception and display, membership sales, accounting office, conference room, auxiliary volunteer office, executive director office, small kitchen area, restrooms and misc. storage. An adjacent garden space shall be provided for outdoor meetings and receptions, dedication plaques and displays.

Concession Stands should be considered part of the "base bid" plan to provide quick over the counter sales for soft drinks and ice cream type items for food service, impulse and special event gift product sales. Two stands of approx. 300 s.f. each are to be planned for the entry complex area as part of the base bid. These stands may connect or be a part of the African Exhibits section if planning dictates.

Concession Supplement to Projects (Estimated costing shall be kept separate to coordinate with overall project budget. Separate budgets will be developed with owner and concessionaire above project budgets shown.)

City of El Paso / Perspectiva+3D/International Program Managers RFQ for Professional Services

The zoo and concessionaire are considering a relocation of the current Gift Shop and an eating facility near the new entry where pedestrian paths are expected to create a high volume of visitor traffic. A food service outlet that takes advantage of the high volume traffic routes and views into the African animal areas is desirable. Concepts need to be considered and developed to accommodate a gift shop of approximately 3,000 s.f. and a food service area of approx. 4000 square feet.

The new main gift shop space is to have approx. 1600 s.f. of sales floor area with an additional 1400 s.f. area for employee restroom, support, storage and office spaces. It is hoped that the development of this concept will result in high visitor traffic crossing through the building both upon entering and exiting the zoo.

A new food service facility should include approximately 1200 s.f. for servery and kitchen, 2,000 s.f. for protected exterior seating and 800 s.f. for trash and delivery spaces. This facility is expected to follow a cafeteria style flow that allows visitors to move quickly through a serving line. Indoor eating space should work with the outdoor eating area and any nearby pedestrian spaces to provide a special event facility for “after hours” operations that can accommodate 350 – 500 guests.

Possible Alternate Candidates (Not in order of preference.)

Education Discovery Center element shall include remodeling and additions to the existing concrete shell building in the parking lot in a phased set of alternates to accommodate the following:

1. A small vestibule/gallery/lobby space is to be part of the entry area.
2. Built-in display areas for small animals and fish with related graphics.
3. A computer library/resource center for approximately 15- 20 computer stations, periodical reading and some book racks.
4. Educational animal holding space with a small outdoor flight cage and holding spaces. Storage, food prep and wash down areas are also to be included.
5. Two flexible classroom spaces that can be used for small meetings and animal presentations with video display if desired.
6. Restroom, storage, break room and office space is to be a part of the design scope for this facility.

Total area for this “Discovery Center” structure is to be approx. 4,000 s.f.

An ***Education Center and Animal Presentation*** area shall be considered in the design layout of the Entry and African Exhibits expansion but shall be phased with alternates to allow the owner flexibility in selection of priority needs.

1. Animal Presentation Area: This area is proposed to have a shaded outdoor animal theater space to accommodate approx. 150 – 250 visitors with a stage area and screened off stage area. Lighting, PA system, ticketing and seating shall all be elements included in the design.

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2. A Multi-Use “Lobby” Space: An open space area for various indoor activities such as zoo camp, special meetings, displays such as bio-facts and computer kiosks, and classroom instruction. An adjacent book store/coffee house niche shall be part of this area. A space of 1500 – 4000 s.f. is to be considered.
3. An Indoor Auditorium Space: Provisions for this feature to be made adjacent or nearby the “lobby” space shall be an alternate. The indoor theater space should have seating for approx. 50-100 visitors to watch either live presentations or video projections.
4. Support Spaces: Office area adjacent and preferably “looking in” on the multi-use space shall be considered for 2-4 staff members with one separate office space. Restrooms, storage and a mini-kitchen area are to be included in the planning. An outdoor patio area for 5 – 10 tables is desired to connect or relate to the education center as an informal meeting area for visitors, volunteers and staff.

A Train Ride and/or Simulator Ride for visitors related to the African exhibits area is to be part of the consultants base scope of work, but as an alternate to the project. Ticketing facilities, platforms, supporting structures, utility tie-ins, graphics, signaling devices and other related ride requirements are to be developed and detailed in the contract documents.

Conversion of the existing gift shop, which is located in the zoo’s Asia section, into a multi-purpose meeting type room would be part of this project. Removal of existing Oasis concession and replacement with pedestrian space that may allow remote cart setup and/or carousel relocation is a current desired alternate.

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AFRICAN EXHIBITS EXPANSION DESCRIPTION:

African Exhibits Expansion - involves construction of a new African area for the exhibiting and holding of a variety of African animals and presentation of related habitats. This expansion is to help complete the zoo master plan based on a zoo geographic theme that presents animals of the earth's three major continents, Asia, America's and Africa.

New Exhibits Representing African Animals and Habitats.
Estimated construction cost - \$9,397,500

The African exhibit area is intended as per the zoo's concept to reflect and group animals into the selected East African Habitat areas of **Madagascar, Desert, Rain Forest/Congo Basin and Savannah**. Separate exhibit building or buildings for invertebrates, birds, reptiles and small mammals is to be considered keeping with the concept of habitat types. Indoor and outdoor exhibits are to be considered for primates, birds and reptiles. Nocturnal and Diurnal exhibits with varying light cycles are to be considered for miscellaneous species.

The exhibited species for **Madagascar/Mauritius** should include in the initial planning the following animals:

Mammals

Ring-tail Lemur (Terrestrial), White-collared Brown Lemur (Arboreal), Mongoose Lemur, Crowned Lemur (All Lemurs possibly together in a mixed species outdoor exhibit), Rodrigues Fruit Bat or Straw-colored Fruit Bat.

Birds

Cuckoo Roller, King Fisher, Guinea Fowl, Drongo.

Inverts

Madagascar Cockroaches, Scorpion, Millipede, Dung Beetle

Reptiles

Chameleon Species, Madagascar Leaf Tailed Gecko or Standing's Day Gecko, Madagascar Flat Tailed Tortoise or Madagascar Sider Tortoise, Madagascar Tree Boa or Madagascar Ground Boa, Madagascar Ground Boa.

Amphibians

Northern Madagascar Tomato Frog.

The exhibited species for **Desert Habitats** should include in the initial planning the following animals:

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Mammals/Canine/Feline

Fennec Fox or Sand Cat

Birds

Sand Grouse

Inverts

North African Scorpion (1-3 additional species)

Reptiles

Spiny Tailed Lizard

The exhibited species for the **Rain Forest/Congo Basin Habitats** should include in the initial planning the following animals:

Primates

A species of Guenon Monkey, Mandrill, Bonobos, Lowland Gorilla or Chimpanzee, Black and White Colobus Monkey (or Savannah section instead).

Hoof Stock

Okapi

Fish

(2-4 primary species), Upside-down Catfish, African Lung Fish, Electric Catfish, Nile Perch, (secondary species may be considered for mixing with above).

Inverts

Driver Ants, Baboon Spider Species, African Giant Millipedes, Emperor Scorpion, Dung Beetle, Centipede Species, Mantid Species, Whipscorpion Species.

Reptiles

Angolan Dwarf Python, Dwarf Crocodile (indoor/outdoor exhibit).

Amphibians

Angola Toad or Spiny Reed Frogs.

The exhibited species for **Savannah Habitats** should include in the initial planning the following animals:

Primates

Vervet Monkey, Bush Baby (nocturnal).

Feline

Lion, Cheetah, Black Footed Cat or Serval.

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Small Mammals

Aardvark (nocturnal) or African Crested Porcupine (nocturnal), Hyrax, Naked Mole Rat, Slender Tailed Meerkats.

Canines

Hyenas or Painted Dog.

Mammals

Red River Hog or Wart Hog.

Hoof Stock

(Large) Giraffe, Crane Species, Zebra, Stork Species, Greater Kudu, Ostrich, Impala or Thomson's Gazelle, (Small-Medium) Gerenuk or Duiker, Ground Hornbill, Dik-dik or Klipspringer.

Fish

Lake Victoria Cichlids (Haplochromis)

Inverts

Baboon Spider Species, Mantid Species, Giant African Stick Insect, African Termites.

Birds

(Medium Size Exhibits – 3), Saddle-billed stork or Marabou stork and Ducks, Secretary Bird or Kori Bustard and Ducks, Goliath Heron or Vultures and Ducks, Kiittlitz's Sandpiper, Golden-breasted Glossy Starling, African Jacana, African Pygmy Goose, Finch, Congo Peafowl, Weaver, Superb Starling, Hammerkop, Whydah, Crowned Crane, Sunbird Species, Vulturine Guinefowl, Mousebird Species, Spur Winged Plover, Cordon Bleu, Buffolo Weaver, Bishop Species, African Pygmy Falcon, Chestnut-bellied Sandgrouse, Lilac breasted Roller, Violaceous Turaco, Barbet Species.

Reptiles

Jackson's Chameleon, African Spurred Tortoise or Egyptian Tortoise or Pancake Tortoise, Nile Crocodile (indoor/outdoor exhibit), Savannah Monitor Lizards or Nile Monitor, Agama Lizard.

Amphibians

African Bull Frog, Uzungwe Grasslands Frog.

Concept considerations should include an understanding the exhibits are to be designed to provide visitor immersion with close up and distant views that give impressions, where applicable, of mixed species habitats or predator –prey scenarios in seemingly large natural settings. A major design challenge is to reduce the visual and audio impact of the adjacent roadways that run along the west property line of the zoo property and to take care throughout the design to visually hide mechanical systems,

City of El Paso / Perspectiva+3D/International Program Managers
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“architectural” elements and unnatural barriers. Berming and landscaping of this perimeter edge shall be considered. The consultant is expected to coordinate designs and documents with the Texas Dept. of Transportation and the work planned or underway on the adjacent roadways and help integrate landscaping and/or irrigation requirements.

Underground holding areas are expected as part of the consultant’s scope. These areas are to help utilize as much available land for exhibits as possible, to create elevation changes and provide visual and acoustic barriers to the highway or other structures or operations.

Public restrooms, graphic signage, kiosks and displays along with needed site amenities is to be part of the consultants base scope of work to be included as required by the owner for the African exhibits area. Shade structures, fans and misting systems for both visitors and animals will be required as part of the project.

Various exhibit alternates shall be developed with staff to determine priorities and to work within budget parameters. Exhibit phasing shall also be planned to coordinate with zoo startup, operating and special event needs.

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ZOO BIOME/REPTILE DESCRIPTION:

Zoo Biome/Reptile Project - involves two existing exhibit building/exhibits located in the America's section of the zoo. Renovation and addition to the existing Biome exhibit building incorporating the outside garden areas is one part of the projects and replacing the existing Reptile exhibit building is the other part. Participation of the owner – zoo staff in finishing elements of each project is to be considered if needed to be phased into the project to help reduce cost.

Renovate Biome Exhibit Building and Replace Reptile Exhibit Building.
Estimated construction cost - \$1,505,000

The Biome exhibit building should be considered for removing all interior partitions and finishes, fixtures, electrical and heating and cooling systems. The structural roof, columns and some exterior walls are to remain. A new exterior envelope and interior layout with exhibits is to be designed to exhibit Chihuahuan desert animals, thick bill parrots and invertebrates of the region. The exterior is to reflect the adobe/stucco style of simple rural buildings of the region with a “distressed” look which is carried into the interior spaces. Exhibits should be considered as part of the architecture and furnishings of an old abandoned structure. Courtyard spaces and incorporation of the Chihuahuan gardens and rockwork wall of the Prairie Dog Exhibit are to be considered. Wood vigas, latillas and rough sawn fencing as well as rock, stucco and simulated adobe bricks should be considered in the public “appearance” of building materials. Drainage, site lighting and staff access should be incorporated in project planning.

The Reptile exhibit building is to be demolished to make way for a new exhibit structure and related site work. The concept the zoo wishes to develop is an exhibit building that is a large scale replica of a Bolson or similar desert tortoise. Visitors would enter the mouth of the “animal” and then view and explore various exhibits either inside or outside. Five animal habitats are to be incorporated into the design for various reptiles and related settings. Three of the habitats shall be part of the base bid while two other shall be considered as alternates. Some of the individual exhibits within the base bid habitats shall be considered also as alternates or owner furnished.

The site shall consider incorporation of the existing Galapagos and Ocelot exhibits into part of the habitat schemes. In addition, drainage, vehicle access, site lighting, public restrooms and site lighting should be part of the project planning and development.

Reptile Exhibit - The five major habitat areas include in priority:

Desert exhibits for Chihuahuan, Sonoran, Mojave and possibly a South American Desert reptiles that may include snakes, lizards, turtles, amphibians, tortoises and pupfish.

City of El Paso / Perspectiva+3D/International Program Managers RFQ for Professional Services

Rainforest exhibits to include tropical South and Central American and temperate rainforest of northwest United States that would have frogs, turtles, snakes and lizards of the habitats.

Marsh/Swamp exhibits that includes southeast US, Central American and South American representations for frogs, turtles, salamanders and snakes.

Mountain habitats of northern USA/Canada and high altitude areas of South America to have lizards, frogs and salamanders.

Island type habitats of the Caribbean that would have lizards, snakes and frogs.

The reptile exhibit will need to have various individualized controlled environments for the different animal habitats. Electrical and mechanical systems will need to be properly designed and have sufficient and proper equipment and controls for temperature, humidity (including mister systems) and air quality. A support area that includes a wash sink and counters, shelving, cleanup area, work table, food prep and storage, office/work space and some off exhibit holding space shall be considered and included in the reptile exhibit design. A small room of approx. 8'x 10" minimum for hibernation of some snake species shall be considered. This space may be considered for a lower level basement area and should be considered in concept development that may help boost available square feet. Special alarms for venomous animal bite shall be included in the work.

Consideration is required for having backup power supply to the building to maintain critical functions with some alarm notification for failure of the main power source. A reverse osmosis water unit along with some additional water filtration is expected to supply misters and misc. habitat water needs. Alternates for employee restroom and public restrooms shall be considered in the project planning.

Biome - The Biome exhibit building is to be designed to eliminate the geometric shape of the existing roof structure and footprint. The new shape is to reflect an architecture related to adobe buildings of the Chihuahuan desert region. Netted enclosures shall be considered for the adjacent Chihuahuan garden and a northern courtyard aviary space. Exhibits should consider the following animal types, species, features and plantings:

Mexican Fruit Bat, Turtle, Desert Pupfish, Rabbit/Owl/Roadrunner/Skunk/Porcupine, Coatimundi, Thickbill Parrot, (Various Birds – Mockingbird, Thrasher, Wren, Orioles, Flycatcher, Tananger, Hummingbird), Black Widow Spider, Brown Recluse Spider, Vinagroon, Cockroach, Leafcutter Ants, Tarantula, Praying Mantis, Scorpion.

City of El Paso / Perspectiva+3D/International Program Managers RFQ for Professional Services

The exhibit interior may also reflect an abandoned adobe structure of the Chihuahuan desert with old style flooring, decaying walls and miscellaneous household items that are staged to provide a backdrop and display of various invertebrates and small mammals and/or birds. Cutaway views of old lath and plaster walls with a section that may show spiders or scorpions is an example of the owners initial display concepts.

This exhibit structure should also have back area holding and support space for diet work and upkeep as required with sink and work counter. Consideration also is required for having backup power supply to the building to maintain critical functions. A reverse osmosis water unit along with some additional water filtration is expected to supply misters and misc. habitat water needs.

**City of El Paso / Perspectiva+3D/International Program Managers
RFQ for Professional Services**

PARKING GARAGE STRUCTURE DESCRIPTION:

Parking Garage Structure – involves constructing a multi-level parking structure with landscaping and access needs for approximately 200 – 350 vehicle spaces. An alternate to provide a multi-purpose meeting room shall be developed for the lower level area that integrates with the existing and new zoo entry and proposed Discovery Center elements.

New Parking Structure with Multi-Purpose Room Alternate.
Estimated construction cost - \$3,141,250

The esthetics of the project are important and the consultant shall consider setting the structure a half level below grade to reduce the building profile. Other considerations shall include landscaping all around including a garden area along the east side. Upper level planters, artificial rockwork, building colors, textures and materials shall also be considered to relate to the African exhibits, entry and zoo's natural features. In addition, natural light wells, visibility, reduced noise impact on zoo property, security and accessibility shall also be elements addressed. Building construction shall be of durable materials with minimal maintenance requirements and of sufficient proportion to dampen vibrations and hold up to weather extremes.

The garage shall be in compliance with accessibility requirements and take into consideration needs such as strollers, families with children, elderly visitors and groups. Identification, directional, informational and promotional signage and graphics shall be included in the garage planning. This also includes consideration of electronic messaging on the southern ends of the structure facing towards nearby roadways. Space for recycling shall be planned to accommodate mulch distribution and Xmas tree drop off with the existing area or as part of a new recycling center.

Possible Alternate Candidates (Not in order of preference.)

An alternate for a multi-purpose space shall be provided at the lower level. This space shall have restrooms, general storage and maintenance areas, a separate kitchen/prep area and mechanical systems area. The expected minimum size for the alternate is approx. 5,000 – 8,000 s.f., but it is understood size will depend on parking structure development.

End of Scope



Attachment B

Reg. AAC001524
LC0000359

622 E. Washington Street, Suite 500
Orlando, Florida 32801-2938
Phone 407.839.0414
Fax 407.839.0410
www.morrisarchitects.com

James H. Pope, AIA
Principal

18 May 2004

Sent via e-mail and Federal Express to: Chuck Conner, Zoo Senior Project Manager
Perspectiva-3D/International
7380 Remcon, Suite A
El Paso, Texas 79912
915.225.3449

Edward Drusina, P.E.
Chairperson, AESS Subcommittee
Deputy CAO-Municipal Services
City of El Paso
Two Civic Center Plaza
El Paso, Texas 79901-1196

Re: Zoo Western Expansion – Architectural Consulting Services

Dear Mr. Drusina:

Morris Architects is pleased to present this proposal to provide design and construction document services for the City of El Paso Zoo's Western Expansion project.

This proposal is based on the Project Scope – Professional Services document dated 04-18-04, Attachment 'A' of this proposal and responses to the Perspectiva+3D/I letter dated 22 April 2004. Our proposal outlines our team's scope of services to the project and the proposed compensation. If additional information is required, please advise us accordingly. We appreciate this exciting opportunity and look forward to working with the City of El Paso Zoo and Staff.

Required Information

Morris Architects, a Texas corporation, has offices located in Houston, Texas; Orlando, Florida; and Santa Monica, California. The City of El Paso Zoo Western Expansion Project will be performed from the following offices:

- 622 East Washington Street, Orlando, Florida 32801 and
- 3355 West Alabama Street, Suite 200, Houston, Texas 77098

The agreement signatory for the above-referenced project is: James H. Pope, Principal



Edward Drusina, P.E.
18 May 2004
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SCOPE OF SERVICES

Our scope of services is based on those services outlined in the request for Qualifications Packet, the Project Scope-Professional Services with a revised date of 04-18-04 and the scope clarifications noted in this proposal. The fees and scope are based on our understanding of your requirements as well as any scope items that, in our professional opinion, we believe may be required to accomplished the goals set forth in your RFQ. We look forward to discussing any adjustments necessary to finalize our contract with the city.

SCHEDULE:

We are in general agreement with the durations outlined in the RFQ. Please see "Exhibit E, Preliminary Schedule" for more detail of our proposed work plan and how that will fit within the general outline of the city's and the Zoo's needs. We will work with your staff in Workshop I to create a final schedule that will coordinate the activities of this project with ongoing zoo and city staff commitments.

COMPENSATION – Professional Services

See Exhibit B Compensation Schedule for fee breakdown by Bid Package.

REVISED SCOPE CLARIFICATIONS:

- 1) Because the exact location and number of borings cannot be determined until the master plan update and conceptual design are underway, we have included an allowance of \$20,000 to cover geotechnical investigations.
- 2) Because food service scope is not yet defined, foodservice consultant is not included in this proposal. Owner/Operator is assumed to provide design/build kitchen equipment consultant. Schedule is based on the timely receipt of foodservice design to allow proper sequence of design coordination.
- 3) Hazardous Material Investigation and Survey are excluded and are assumed to be provided by Owner.
- 4) Printing and distribution of documents and reports are included per the attached schedule of expenses in Exhibit "C" and "D".
- 5) With regard to specific wording issues within the City of El Paso Agreement for Architectural Services, we would like to offer the following suggestions:

Edward Drusina, P.E.

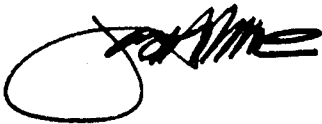
18 May 2004

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- a. Add the following to Article VI. B, end of last sentence: "under this agreement."
- 6) We have included permitting per the contract requirements, specifically, we interpret the permits required to include DOT driveway & access permit, Building permits, zoning approval (but not re-zoning as it is assumed that current zoning is appropriate), State accessibility review, El Paso County Water District easement & access permitting for new work (excluding any permitting already in progress), Corps of Engineer review for 96" sewer tie in, Storm Water Pollution Prevention Plan review. We also include the standard coordination of our design and infrastructure design with local utilities. We have not found anything that will require permit review by the state historic society and have not included those reviews at this time. We did not include the permitting fees required by these agencies and assume that will be provided by owner. We have not included any permitting beyond the above.

The Morris/PJA team is very excited about starting work on this important project. We are grateful for the opportunity to work with the City of El Paso and the El Paso Zoo team on a project that will have an enormously positive impact on the community. We are looking forward to hearing from you and finalizing the project terms and schedule so that we can all move forward on this important project.

Cordially,



James H. Pope, AIA
Principal

JHP:dmh

Enclosures: Hourly Rates Schedule
 Insurance Certificate

cc: Pat Janikowski
 Jim Brighton
 Deborah Horowitz



Edward Drusina, P.E.
18 May 2004
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HOURLY RATE SCHEDULE
Exhibit A
April 2004

<u>Morris Architects Personnel</u>	<u>Hourly Rate</u> US \$'s
Principal	196.00
Director of Architectural Technology	130.00
Director of Landscape Arch./Planning	115.00
Associate Studio Director	125.00
Project Manager II	115.00 to 125.00
Project Manager I	80.00 to 115.00
Architect III	80.00 to 100.00
Architect II	65.00 to 85.00
Architect I	60.00 to 70.00
Designer III	70.00 to 85.00
Designer II	65.00 to 75.00
Architectural Intern III	70.00 to 105.00
Architectural Intern II	60.00 to 85.00
Architectural Intern I	55.00 to 70.00
Illustrator	105.00
MIS	95.00
Graphic Designer	80.00
Specification Writer	67.50
Administrator	60.00
Receptionist/Secretary	40.00
Expert witness (daily rate)	\$1,500.00
Full time construction site representative	\$110.00

Consulting Services: Actual Cost plus 10%
Reimbursable Expenses: Actual Cost plus 10%
Travel, document reproduction, plotting, typesetting photostat charges, telephone, facsimile transmissions, photography, offset printing, photographic supplies and prints, renderings, models, postage, delivery, and other project-related expenses.

Payments are due and payable 30 days from the date of the invoice. Amounts unpaid 30 days after the invoice date shall bear interest from the date payment is due at the rate of twelve percent (12%) per annum.



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PJA Architects & Landscape Architects

	Per Hour
Managing Principal	\$125.00
Design Principal	\$125.00
Project Manager/Project Architect	\$75.00
Project Landscape Architect	\$70.00
Project Horticulture	\$60.00
Architecture	\$65.00
Support Biologist	\$55.00
Site Observation	\$100.00
Expert Testimony	\$1,000.00/day

Boyken International

Principal - Expert Testimony	\$300.00
Vice President	\$185.00
Director	\$150.00
Sr. Project Manager	\$135.00
Sr. Scheduler	\$135.00
Sr. Estimator	\$125.00
Estimator	\$110.00
Paralegal	\$75.00
Quantity Surveyor	\$75.00
Clerical	\$50.00

Moreno Cardenas

Principal Engineer	\$172.25
Senior Project Manager	\$172.25
Engineer V	\$101.43
Engineer IV	\$82.84
Engineer III	\$65.70
Engineer I/II	\$54.16
Designer	\$72.10
Engineering Technician III	\$54.48
Engineering Technician II	\$36.21
Engineering Technician I	\$26.28
Administrative Manager	\$56.08
Administrative Assistant	\$40.06
Typist	\$27.56
Runner/Clerk	\$24.04
Resident Project Representative	\$90.00
Expert Eyewitness Preparation/Testimony	\$225.00



Edward Drusina, P.E.
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Arcon Engineers

Principal	\$125.00
Structural Engineer (Egsgaard)	\$110.00
Structural Engineer (Robertson)	\$110.00
Design Engineer	\$85.00
Junior Engineer	\$75.00
Structural Draftsman	\$75.00
Clerical	\$45.00
Expert Witness (West)	\$1,500.00/day
Inspection Services (Full Time)	\$85.00

Robert Navarro & Associates Engineering, Inc.

Principal	\$151.72
Project Engineer	\$92.83
Design Engineer	\$70.76
Engineering Tech I	\$56.39
Engineering Tech II	\$45.94
Engineering Tech III	\$39.56
Specification Writer	\$47.53
Clerical	\$25.79

Biscayne Aquaculture

Principal	\$150.00
Project Engineer	\$150.00
Project Manager	\$90.00
Draftsman	\$60.00
Office Administration	\$50.00

Main Street Design

Principal/Project Manager	\$123.69
Sr. Interpretive Developer	\$108.75
Sr. Interpretive Designer	\$86.14
Sr. Graphic Designer	\$83.62
Interpretive Developer	\$90.71
Interpretive Designer	\$80.23
Graphic Designer	\$76.57
Detailer/Model Maker	\$74.32



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GRG Consulting Engineers, Inc.

Principal	\$200.00
Project Manager	\$150.00
Engineer	\$90.00
CADD/Designer	\$60.00
Clerical/Administration	\$45.00
Construction Administration	\$90.00



Edward Drusina, P.E.
18 May 2004
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Exhibit B
COMPENSATION SCHEDULE

City of El Paso Zoo
2004 Zoo Western Expansion

Project Bid Package #1/New Entry and Public Activities Center
Time Duration – (date to date)

I.	<i>Basic Scope of Services</i>	Lump Sum Fee	Estimated Expenses
	Schematic & Report Phase	106,110	8,707
	Preliminary design Phase	47,160	3,870
	Pre-final Design Phase	23,580	1,935
	Final Design	11,790	968
	Construction Administration Phase	47,160	3,870
	TOTAL:	\$235,800	\$19,350

GRAND TOTAL (FEES AND EXPENSES):
\$255,150

II.	<i>Consultants</i>	Manhours	Trips
	Morris Architects	670	5
	PJA Architects/Landscape Architects	670	3
	Boyken International	155	0
	Moreno Cardenas	351	3
	Arcon Engineers	0	0
	Navarro & Associates	719	4
	Biscayne Aquaculture	0	0
	Main Street Design	309	1
	GRG Consulting Engineers	370	3
	Siebein Associates	47	0



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Project Bid Package #1/African Exhibits Expansion
Time Duration – (date to date)

		Lump Sum Fee	Estimated Expenses
I.	<i>Basic Scope of Services</i>		
	Schematic & Report Phase	460,284	55,462
	Preliminary design Phase	204,571	24,650
	Pre-final Design Phase	102,285	12,325
	Final Design	51,143	6,163
	Construction Administration Phase	204,571	24,650
	TOTAL:	\$1,022,854	\$123,250

GRAND TOTAL (FEES AND EXPENSES):
\$1,146,104

II.	<i>Consultants</i>	Manhours	Trips
	Morris Architects	2906	13
	PJA Architects/Landscape Architects	2908	10
	Boyken International	671	2
	Moreno Cardenas	3884	6
	Arcon Engineers	1359	3
	Navarro & Associates	0	0
	Biscayne Aquaculture	863	3
	Main Street Design	1342	3
	GRG Consulting Engineers	1604	6
	Siebein Associates	327	2



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Project Bid Package #2/Old Exhibits: Biome/Reptile Buildings
Time Duration – (date to date)

I.		Lump Sum Fee	Estimated Expenses
	<i>Basic Scope of Services</i>		
	Schematic & Report Phase	69,930	9,034
	Preliminary design Phase	31,080	4,015
	Pre-final Design Phase	15,540	2,008
	Final Design	7,770	1,003
	Construction Administration Phase	31,080	4,015
	TOTAL:	\$155,400	\$20,075

GRAND TOTAL (FEES AND EXPENSES):
\$175,475

II.		Manhours	Trips
	<i>Consultants</i>		
	Morris Architects	199	5
	PJA Architects/Landscape Architects	199	2
	Boyken International	102	0
	Moreno Cardenas	232	3
	Arcon Engineers	453	3
	Navarro & Associates	0	0
	Biscayne Aquaculture	216	1
	Main Street Design	204	3
	GRG Consulting Engineers	548	2
	Siebein Associates	47	0



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Project Bid Package #3/Parking Garage Structure
Time Duration – (date to date)

		Lump Sum Fee	Estimated Expenses
I.	<i>Basic Scope of Services</i>		
	Schematic & Report Phase	186,750	7,335
	Preliminary design Phase	83,000	3,260
	Pre-final Design Phase	41,500	1,630
	Final Design	20,750	815
	Construction Administration Phase	83,000	3,260
	TOTAL:	\$415,000	\$16,300

GRAND TOTAL (FEES AND EXPENSES):
\$431,300

II.	<i>Consultants</i>	Manhours	Trips
	Morris Architects	531	5
	PJA Architects/Landscape Architects	531	3
	Boyken International	272	0
	Moreno Cardenas	619	3
	Arcon Engineers	0	0
	Navarro & Associates	719	4
	Biscayne Aquaculture	0	0
	Main Street Design	545	1
	GRG Consulting Engineers	276	2
	Siebein Associates	47	0



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Exhibit C
Schedule of Expenses

City of El Paso Zoo
2004 Zoo Western Expansion

Project Bid Package #1: New Entry and Public Activities Center

Air Travel/Lodging/Meals (14 trips)	9,600
Local Travel/Meals	500
Printing/Plotting/Copying (15 copies per contract req.)	5,000
Geotechnical Report	0
Rendering	2,500
Express Shipping/Fax/Phone	750
Miscellaneous Presentation Materials	1,000
TOTAL	19,350

Project Bid Package #1: African Exhibits Expansion

Air Travel/Lodging/Meals (51 trips)	32,000
Local Travel/Meals	750
Printing /Plotting/Copying	60,000
Geotechnical Report	20,000
Rendering	5,000
Express Shipping/Fax/Phone	1,500
Miscellaneous Presentation Materials	4,000
TOTAL	123,250

Project Bid Package #2: Biome/Reptile

Air Travel/Lodging/Meals (20 trips)	13,600
Local Travel/Meals	375
Printing Plotting	2,600
Geotechnical Report	0
Rendering	2,500
Express Shipping/Fax/ Phone	500
Miscellaneous Presentation Materials	500
TOTAL	20,075



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Project Bid Package #3: Parking Garage Structure

Air Travel/Lodging/Meals (14 trips)	8,800
Local Travel/Meals	500
Printing Plotting	6,000
Geotechnical Report	0
Rendering	0
Express Shipping/Fax/Phone	500
Miscellaneous Presentation Materials	500
TOTAL	16,300
TOTAL (ALL PACKAGES)	\$178,975



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Exhibit D
Schedule of Printing Expenses

City of El Paso Zoo
2004 Zoo Western Expansion

	Schematic Report	Prelim Design	Pre-Final	Final (90% and 100%)	Bidding	TOTAL
Bid Package #1						
Total Copies by Contract	20	20	20	33	3	96
Total Copies for Team Distribution	12	12	12	24	12	72
Total Copies	32	32	32	57	15	168
Bid Package #2						
Total Copies by Contract	20	20	20	33	3	96
Total Copies for Team Distribution	12	12	12	24	12	72
Total Copies	32	32	32	57	15	168
Bid Package #3						
Total Copies by Contract	20	20	20	33	3	96
Total Copies for Team Distribution	12	12	12	24	12	72
Total Copies	32	32	32	57	15	168
Bid Package #4						
Total Copies by Contract	20	20	20	33	3	96
Total Copies for Team Distribution	12	12	12	24	12	72
Total Copies	32	32	32	57	15	168
Grand Total All Bid Packages						672



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**Exhibit E Design Schedule
2004 Zoo Western
Expansion -**

	Schematic & Report Planned Duration	Preliminary Design Planned Duration	Pre-Final Planned Duration	Final Design Planned Duration
Project Bid Package #1				
New Entry and Public Activities Ctr.	Contract Days 60	Contract Days 105	Contract Days 70	Contract Days 60
African Exhibits Expansion	Contract Days 60	Contract Days 105	Contract Days 70	Contract Days 60
Project Bid Package #2				
Old Exhibits: Biome/Reptile Buildings	Contract Days 60	Contract Days 90	Contract Days 45	Contract Days 30
Project Bid Package #3				
Parking Garage Structure	Contract Days 60	Contract Days 60	Contract Days 30	Contract Days 30